

ALEXANDER MORRISON + FEHR LLP

Michael S. Morrison (SBN 205320)

mmorrison@akgllp.com

Erin Lim (SBN 323930)

elim@amfllp.com

1900 Avenue of the Stars, Suite 900

Los Angeles, CA 90069

Tel: (310) 394-0888/Fax: (310) 394-0811

FILED
Superior Court of California
County of Los Angeles

01/25/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Marta Manus (SBN 260132)

mmanus@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101-5305

Tel: (619) 595-3001/Fax: (619) 595-3000

[Additional Counsel Listed on Following Page]

Attorneys for Plaintiffs DESMOND AUGUSTINE, DANIEL CAMPOS,
TERRY JACKSON, NICK JAMES, CARLOS SILVA, and DDILON
CABEZAS, individually and on behalf others similarly situated and
aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES – COMPLEX

DESMOND AUGUSTINE, DANIEL CAMPOS,
TERRY JACKSON, NICK JAMES, CARLOS
SILVA, and DDILON CABEZAS, individually
and behalf of all others similarly situated and
aggrieved

Plaintiffs,

v.

UNITED PARCEL SERVICE, INC., an OHIO
corporation; and DOES 1 through 25, inclusive,

Defendants.

Lead Case No. BC636468
Consolidated with Case No. BC705672
ASSIGNED FOR ALL PURPOSES TO:
Honorable Stuart M. Rice, Dept. SS1

CONSOLIDATED CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS’ MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT**

Date: January 19, 2024
Time: 10:30 a.m.
Dept.: 1 (Spring Street)

Electronically Received 01/23/2024 04:51 PM

1 **LEBE LAW, APC**

Jonathan M. Lebe (SBN 284605)

2 jon@lebelaw.com

777 S. Alameda Street, Second Floor

3 Los Angeles, CA 90021

Tel: (213) 444-1973

4
5 **MESRIANI LAW GROUP, APLC**

Rodney Mesriani (SBN 184875)

6 rodney@mesriani.com

510 Arizona Avenue

7 Santa Monica, CA 90401

Tele.: (310) 826-6300/Fax: (310) 820-1258

8
9 Attorneys for Plaintiffs DESMOND AUGUSTINE, DANIEL CAMPOS,
TERRY JACKSON, NICK JAMES, CARLOS SILVA, and DDILON CABEZAS, individually and on
10 behalf others similarly situated and aggrieved

1 This matter came on for hearing on January 19, 2024 in Department SSC 1 of the above-captioned
2 Court on Plaintiffs DESMOND AUGUSTINE, DANIEL CAMPOS, TERRY JACKSON, NICK JAMES,
3 CARLOS SILVA, and DDILON CABEZAS (“Plaintiffs”)’ Motion for Order Granting Preliminary Approval
4 of Class Action Settlement (“Motion”).

5 The Court, having fully reviewed the Motion, the supporting memorandum of Points and Authorities,
6 Declarations of Class Counsel Michael Morrison, Michael D. Singer, Jonathan Lebe, and Rodney Mesriani,
7 Declaration of Chris Longley on behalf of Atticus Administration, LLC, filed in support of the Motion, the
8 Class Action and PAGA Settlement Agreement (hereinafter “Settlement Agreement”), the proposed Notice
9 of Class Action Settlement (“Class Notice”) attached as Exhibit “A” to the Settlement Agreement, and having
10 carefully analyzed the Settlement Agreement and its Exhibits, and in recognition of the Court’s duty to make
11 a preliminary determination as to the reasonableness of any proposed class action settlement, and if
12 preliminarily determined to be reasonable, to ensure proper notice is provided to all Settlement Class
13 Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the
14 proposed Settlement as to the good faith, fairness, adequacy and reasonableness of any proposed Settlement,
15 THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

16 1. The Court conditionally finds that, for the purposes of approving this settlement only, the
17 proposed Classes (defined below) meet the requirements for certification under section 382 of the California
18 Code of Civil Procedure: (a) the proposed Classes are ascertainable and so numerous that joinder of all
19 members of the classes is impracticable; (b) there are questions of law or fact common to the proposed
20 Classes, and there is a well-defined community of interest among members of the proposed Classes with
21 respect to the subject matter of the class action; (c) the claims of the Class Representatives are typical of the
22 claims of the members of the proposed Classes; (d) the Class Representatives have and will fairly and
23 adequately protect the interests of the members of the Settlement Class; (e) a class action is superior to other
24 available methods for an efficient adjudication of this controversy in the context of settlement; and (f) the
25 counsel of record for the Class Representatives are qualified to serve as counsel for them as well as their
26 representative capacity and for the Classes.

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1 2. The Court finds on a preliminary basis that the Settlement Agreement, attached to the
2 Declaration of Michael Morrison as Exhibit “1,” incorporated herein by this reference in full, and made a
3 part of this Order of preliminary approval, appears to be within the range of reasonableness of a settlement
4 which could ultimately be given final approval by this Court. The breakdown of the Settlement is as follows:

5 a. Gross Settlement Amount: \$5,150,000

6 b. Attorneys’ Fees: \$1,716,666.67

7 c. Litigation costs: not to exceed \$200,000 (currently at \$186,041.49)

8 d. PAGA allocation: \$200,000 in total (\$150,000 shall go to the LWDA, \$50,000 shall go to the
9 affected aggrieved employees)

10 e. Service Payments: not to exceed \$30,000 per Class Representative for Terry Jackson, Nick
11 James, Desmond Augustine, Carlos Silva, and Ddillon Cabezas, and \$10,000 or \$30,000 for Daniel Campos
12 as specified in the terms of the October 31,2023 Addendum. The Court will determine at Final Approval
13 Hearing the final amounts to award to the Class Representatives.

14 f. Net Payment: \$2,971,333.33 or \$2,991,333.33.

15 3. Further, it appears to the Court on a preliminary basis that: (a) the settlement amount is fair
16 and reasonable to the Settlement Class Members when balanced against the probable outcome of further
17 litigation relating to class certification, liability and damages issues and potential appeals; (b) significant
18 investigation, research, and informal discovery have been conducted such that counsel for the Parties at this
19 time are able to reasonably evaluate their respective positions; (c) settlement at this time will avoid substantial
20 costs, delay and risks that would be presented by the further prosecution of the litigation; and (d) the proposed
21 Settlement has been reached as the result of intensive, serious and non-collusive negotiations facilitated by
22 an experienced mediator at mediation and between the Parties.

23 4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary Approval of
24 Class and PAGA Action Settlement is hereby GRANTED, and as a part of said preliminary approval, the
25 Court accepts and incorporates the Settlement Agreement and orders that the Classes be conditionally
26 certified for settlement purposes only pursuant to the terms and conditions contained in the Settlement
27 Agreement.

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1 5. For purposes of the settlement of the Lawsuit, the Settlement Classes are defined as:

2 **Class I:** all California-based hourly, non-exempt package car delivery drivers, excluding
3 drivers using personal vehicles to deliver packages for UPS, employed by UPS in California other than those
4 employed at the Gardena, Main Street, and Olympic locations, any time from May 22, 2014 to the date this
5 order is entered.

6 **Class II:** all California-based hourly, non-exempt package car delivery drivers, excluding
7 drivers using personal vehicles to deliver packages for UPS, employed by UPS at the Gardena, Main Street,
8 and Olympic locations, any time from October 5, 2012 to the date this order is entered.

9 6. The Court further finds that the proposed Notice of Class Action Settlement (“Class Notice”),
10 attached as Exhibit “A” to the Settlement Agreement, fairly and adequately advises Settlement Class
11 Members of a) the pendency of the Class Action; b) the conditional certification of the Class for settlement
12 purposes only; c) preliminary Court approval of the proposed Settlement; d) the date of the Final Approval
13 Hearing; e) the terms of the proposed Settlement and the benefits available to Settlement Class Members
14 thereunder; f) their right to receive their proportionate share of the Net Settlement Amount without the need
15 to return a claim form; g) their right to request exclusion from the settlement and the procedures and deadline
16 for doing so; h) their right to object to the Settlement, and the procedure for doing so; and i) their right to file
17 documentation in support of or in opposition to, and to appear in connection with, said hearing. The Court
18 further finds that the Class Notice clearly comports with all constitutional requirements, including those of
19 due process. Accordingly, good cause appearing, the Court hereby APPROVES the Class Notice.

20 7. The Court further finds that the mailing of the Class Notice to the last known address of
21 Settlement Class Members as specifically described within the Settlement Agreement, with measures taken
22 for verification of an address and skip tracing set forth therein constitutes an effective method of notifying
23 Settlement Class Members of their rights with respect to the class action and Settlement. Accordingly, it is
24 hereby ORDERED, that:

25 A. Atticus Administration, LLC (“Atticus”) be appointed the Administrator to administer
26 the settlement of this matter as more specifically set forth in the Settlement Agreement.

27 B. The law firms Alexander Morrison + Fehr LLP, Cohelan Khoury & Singer, Lebe
28 Law, APLC, and Mesriani Law Group be appointed Class Counsel.

1 C. Plaintiffs Desmond Augustine, Daniel Campos, Terry Jackson, Nick James, Carlos
2 Silva, and Ddilon Cabezas be appointed the Class Representatives.

3 D. Within 30 calendar days of Preliminary Approval of the Settlement, Defendant shall
4 transmit to the Administrator in a readable, ready to use electronic excel format spreadsheet a list containing,
5 for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security Number; (4)
6 number of weeks worked during the Class Period(s); and (5) number of Pay Periods employed as an
7 Aggrieved Employee during the PAGA Period(s) (“Class Data”).

8 E. Within 14 calendar days of receipt of the Class Data, the Administrator shall mail the
9 Class Notice to each Class Member. The Class Notice shall be mailed by first class, regular U.S. mail, using
10 the most current mailing address information available, with measures taken for updating an address as
11 provided by the terms of the Settlement Agreement.

12 F. Within 60 calendar days from the initial date the Administrator first mails the Class
13 Notice to Class Members (the “Response Deadline”), Class Members who wish to exclude themselves from
14 the Classes must submit a written request for exclusion in the manner set forth in the Class Notice and such
15 request must be postmarked by the Response Deadline. Class Members who receive a re-mailed Notice
16 Packet shall have their Response Deadline extended fourteen (14) calendar days from the original Response
17 Deadline, to submit a Request for Exclusion.

18 G. On or before the Response Deadline, Participating Class Members who dispute the
19 number of Work Weeks must submit a written explanation to the Administrator describing why the number
20 of Work Weeks are incorrect, with any supporting information or documents, as set forth in the Class Notice,
21 postmarked by the Response Deadline. Settlement Class Members who receive a re-mailed Notice Packet
22 shall have their Response Deadline extended fourteen (14) calendar days from the original Response
23 Deadline, to postmark a dispute.

24 H. On or before the Response Deadline, Participating Class Members who wish to submit
25 a written objection to the Settlement, may send written objections to the Administrator, by email or mail. In
26 the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to
27 present verbal objections at the Final Approval hearing. A Participating Class Member who elects to send a
28 written objection to the Administrator must do so no later than 60 days after the Administrator’s mailing of

1 the Class Notice (plus an additional 14 days for Class Members show Class Notice was re-mailed). Aggrieved
2 Employees do not have the right to exclude themselves from to the PAGA portion of the Settlement.
3 Aggrieved employees will be bound by the terms of the Settlement, upon its approval by the Court, regardless
4 of whether they cash their Individual PAGA Payment. Aggrieved employees also do not have the right to
5 object to the terms of the PAGA portion of this Settlement.

6 8. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before the
7 undersigned at 10:30 a.m. on July 24,, 2024, in Department SSC 1 of the Superior Court for the State of
8 California, County of Los Angeles, located at the Spring Street Courthouse, 312 N. Spring Street, Los
9 Angeles, California 90012, to consider the fairness, adequacy and reasonableness of the proposed Settlement
10 preliminarily approved by this Order of Preliminary Approval, and to consider the application for Service
11 Payment awards to the Plaintiffs/Class Representatives, for Administration Expenses Payment to Atticus,
12 and for Class Counsel's attorneys' fees and litigation expenses incurred. All briefs and materials in support
13 of an Order Granting Final Approval, the Service Payments, Administration Expenses Payment, and Class
14 Counsel's attorneys' fees and litigation costs shall be filed with this Court on or before sixteen (16) court
15 days prior to the Final Approval Hearing.

16 9. IT IS FURTHER ORDERED that if for any reason the Court does not sign and file an Order
17 Granting Final Approval of Class Action Settlement, the Settlement Agreement shall be treated as if it had
18 not been entered, and the Parties shall be restored without prejudice to their status quo ante rights, as
19 specifically set forth in the Settlement Agreement.

20 10. All proceedings in this matter, except those contemplated by the Settlement Agreement or this
21 Order, are stayed.

22 11. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from
23 time to time without further notice to Class Members.

24 IT IS SO ORDERED.

25
26 Dated: Revised 10/1/2024



A handwritten signature in black ink that reads "Stuart M. Rice".

Stuart M. Rice / Judge

The Honorable Stuart M. Rice
JUDGE OF THE SUPERIOR COURT